

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

Boston Pacific Company, Inc.

Signature Craig R. Roach

Printed Name Craig R. Roach

Title President Date 7-30-09

Address 1100 New York Ave., NW, Suite 490 East

Washington, DC 20005

Phone 202-296-5520 Fax 202-296-5531

E-mail croach@bostonpacific.com

STATE OF ILLINOIS

Illinois Commerce Commission

Signature Tim Anderson

Printed Name Tim Anderson

Title Executive Director Date 8/4/09

Signature Mary Stephenson

Printed Name Mary Stephenson

Title General Counsel Date 8/3/09

Signature Kenneth E. Hundrieser

Printed Name Kenneth Hundrieser

Title State Purchasing Officer Date August 3, 2009

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 09-00000041259

Contract # Tenaska

Project Title Clean Coal Facility Analysis - Tenaska

Procurement Method (IFB, RFP, Small, etc): RFP

Award Code: B

IPB Publication Date: 7/29/09

IPB Ref. # 22016656

Subcontractor Utilization? Yes ☒ No ☐

Subcontractor Disclosure? Yes ☒ No ☐

Funding Source Cost paid by 3rd party

Obligation # N/A

CMS Program Compliance _____

Fiscal Compliance _____

Legal Compliance _____

Executive Compliance _____

12-2008

1.0 TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT:

This Contract shall commence upon the last dated signature of the Commission and shall conclude upon the earlier of the Illinois General Assembly receiving and acting on Agency's report or 6/30/2011.

1.2 RENEWAL: This Contract may not be renewed.

1.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

2.0 DESCRIPTION OF SUPPLIES AND SERVICES

The State of Illinois enacted Public Act 95-1027, the Clean Coal Portfolio Standard Law, available from the Illinois General Assembly's Internet web site at <http://www.ilga.gov/legislation/publicacts/default.asp?GA=95>. This new law adds Section 1-75(d)(4) to the Illinois Power Agency Act [20 ILCS 3855] and requires Agency to submit a report to the General Assembly setting forth its analysis of a Facility Cost Report filed by the initial clean coal facility in Illinois. By law, the Commission must provide its analytical report to the General Assembly within six months after Owner files its Facility Cost Report. However, the likely Facility Cost Report filing date and the need for the General Assembly to take action on Agency's report makes a much earlier completion date for Agency's analysis and report desirable.

2.1 GOALS AND OBJECTIVES:

Agency's goal is to complete a thorough, authoritative analysis of the Facility Cost Report; write, review, and adopt a simple, clear, and easy-to-read report; and provide the report to the General Assembly as quickly after Owner files its Facility Cost Report as possible. Agency expects that Vendor will begin its analysis as soon as possible after contract execution and begin analyzing information that Owner intends to include in its Facility Cost Report as soon as it becomes available. To achieve Agency's goal, Owner and Vendor must cooperate to begin Vendor's analysis as quickly as information becomes available from Owner.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

2.2.1 Agency Project Manager shall be Mr. Phillip Roy Buxton, 527 East Capitol Avenue, Springfield, Illinois 62701, phone (217) 785-5424, or other person so designated by the Agency. Use of the term "Staff" within this Contract refers to the Agency Project Manager or other Agency personnel who shall have a direct interest in this project. Where any dispute should arise concerning this project, Agency Project Manager shall make a final determination over any such disputed matters.

2.2.2 Detailed Work Plan. Vendor shall submit a detailed work plan for approval by the Agency before in-depth work begins under this contract. The detailed work plan will allow the Agency to fully understand the issues and subjects that Vendor will address and give both Agency and Vendor a written document to refer to throughout the contract term.

2.2.2.1 Vendor's detailed work plan shall include the requirements from the preliminary work plan as stated in Vendor's preliminary proposal to the RFP, updated as necessary.

2.2.2.2 Vendor shall include in its detailed work plan an outline of its final report that is as complete as possible.

2.2.2.3 Vendor shall attend Agency briefing sessions and agenda meetings as deemed necessary by Agency Project Manager. Vendor shall meet with Staff in the Agency's offices in Chicago or Springfield as requested by Agency Project Manager.

2.2.2.4 When Vendor is on Owner's premises, Vendor shall comply with all of Owner's policies dealing with safety, insurance, work specifications, and not unreasonably interfere with Owner's operations.

2.2.2.5 Vendor shall acquire or maintain, at its expense, insurance that is appropriate in type and amount to cover its activities and be prepared to provide certificates of insurance at Agency's request.

2.2.2.6 Upon completion of this engagement, Vendor shall maintain the work papers it has prepared in the course of performing its obligations under the Contract for a period of no less than three years from the date of final payment under the Contract, or until all litigation, if any, related to this project is completed, whichever event occurs later. Vendor shall make such work papers available to Agency and its Staff as requested or directed by Agency, its Executive Director, or his designee. This obligation shall survive termination of the Contract.

2.2.2.7 Changes to Vendor's staff (or others who would perform work under this Contract) must be pre-approved by Agency Project Manager. Vendor must provide Agency Project Manager with the necessary revisions to Vendor's Staffing Specifications supplied pursuant to Section 2.4.

2.2.3 Specifications for the Analysis.

2.2.3.1 Vendor shall study and become familiar with portions of Illinois' new Clean Coal Portfolio Standard Law [Public Act 95-1027] relevant to its work under this contract and ensure that its analysis and its report satisfy all the requirements for the Commission Report on Owner's Facility Cost Report contained within new Section 1-75(d)(4) of the Illinois Power Agency Act [20 ILCS 3855/1-75(d)(4)] or other parts of the new Clean Coal Portfolio Standard Law. If specifications in this Contract conflict with the requirements of the Clean Coal Portfolio Standard Law, then Vendor's work will conform to the requirements of the Clean Coal Portfolio Standard Law, and Vendor will provide an explanation to Agency Project Manager. For the remainder of Section 2.2.3 of this Contract, references to portions of the Clean Coal Portfolio Standard Law will omit the "20 ILCS 3855" and begin with "1-75."

2.2.3.2 Vendor shall examine the Facility Cost Report and determine whether it meets all the requirements in Section 1-75(d)(4) of the Illinois Power Agency Act and include a statement of its findings in its report. If the Facility Cost Report does not meet all the requirements, Vendor's report shall contain a detailed list of the requirements not met, references to parts of the Facility Cost Report where the requirements should have been included, references to the Clean Coal Portfolio Standard Law where the requirements are found, and Vendor's attempts to obtain the missing elements of the Facility Cost Report from Owner in time to perform its analysis.

- 2.2.3.3** Where estimates of labor costs are necessary in the Facility Cost Report, Vendor will determine whether those labor cost estimates are based on prevailing wages and include its findings in its report.
- 2.2.3.4** Vendor shall examine the qualifications of each preparer of the Facility Cost Report and include in its report Vendor's opinion of the usefulness of the Facility Cost Report based on the qualifications of its preparers.
- 2.2.3.5** Vendor shall examine the front-end engineering and design study [see Section 1-75(d)(4)(B)] and determine whether the design represents a plant that Owner can build and operate and expect the plant to perform acceptably over the course of a reasonable life expectancy. Vendor shall provide its estimate of a reasonable life expectancy for the initial clean coal facility. Vendor shall include in its report the results of its analysis and Vendor's opinion on any necessary or desirable changes to the engineering and design of the plant to improve its design or operation or reduce capital or operations and maintenance costs.
- 2.2.3.5.1** Vendor shall provide a list with explanations of the planning, design, construction, operation, and maintenance problems encountered by previous plants using the same or similar technology as the initial clean coal facility and provide Vendor's opinion on the likelihood that the initial clean coal facility will encounter similar problems. This analysis should cover all initial clean coal facility systems beginning with taking title to coal and ending with releasing title to all plant outputs and products.
- 2.2.3.5.2** Vendor shall provide its best estimate of the gross and net electrical output capability of the initial clean coal facility. In making its determination, Vendor shall consider any electrical loads necessary to sequester carbon.
- 2.2.3.5.3** Vendor shall provide its best estimate of the following quantities.
- 2.2.3.5.3.1** The amount of coal the initial clean coal facility will use per year.
- 2.2.3.5.3.2** The amount of ash created per year and Owner's ash disposal plans.
- 2.2.3.5.3.3** The amount of mercury, sulfur, and other hazardous substances removed from the output stream and Owner's disposal plans.
- 2.2.3.5.3.4** The amount of carbon sequestered per year and the amount of carbon released into the atmosphere.
- 2.2.3.5.4** Vendor shall estimate the air pollution and water pollution resulting from operation of the initial clean coal facility and compare those estimates on a common basis to pollution resulting from operation of a typical existing Illinois coal burning power plant. Vendor shall offer its opinion on possible changes to the initial clean coal facility that would likely reduce air and water pollution resulting from its operation and the likely cost of those changes.
- 2.2.3.6** Vendor shall examine the estimates of capital costs of the core plant and the balance of the plant included in the Facility Cost Report [see Section 1-75(d)(4)(A)] and determine the reasonableness of the estimates and whether all necessary capital equipment and other costs are included. The core plant shall include all civil, structural, mechanical, electrical, control, and safety systems. The balance of the plant shall include any capital costs associated with sequestration of carbon dioxide emissions and all interconnects and interfaces required to operate the facility, such as transmission of electricity, construction or backfeed power supply, pipelines to transport substitute natural gas or carbon dioxide, potable water supply, natural gas supply, water supply, water discharge, landfill, access roads, and coal delivery. Vendor shall include in its report the results of Vendor's analysis of the capital cost estimates, Vendor's opinion on whether the estimates represent the actual completed cost of the plant on its final completion date, and a discussion of factors that might affect substantially the capital costs, the magnitude of those affects, Vendor's opinion on the likelihood that those affects will happen, and Vendor's opinion on the likely final completion date of the plant if it is completed. Vendor shall also include in its report Vendor's estimate of whether the plant design will require major capital additions during the first 5, 10, and 15 years of its life and Vendor's opinion of the qualifications of the preparers of the estimates of capital costs.
- 2.2.3.6.1** As part of its examination of capital costs, Vendor shall consider the cost of any modifications that Vendor believes are necessary for plant performance or other reasons.
- 2.2.3.6.2** As part of its examination of capital costs, Vendor shall examine the method of financing the clean coal facility that is described in the Facility Cost Report [Section 1-75(d)(4)(i)]. Vendor shall analyze (1) the amount of capital needed to complete the plant; (2) the feasibility of raising the amount of capital necessary to complete the plant as estimated by Vendor or Owner, whichever is greater; and (3) the feasibility of Owner raising debt and equity capital in the proportion specified in the Facility Cost Report. Further, Vendor shall estimate the cost of raising debt capital including interest, underwriting, legal and other administrative costs. Vendor shall provide the results of its analysis in its report.
- 2.2.3.7** Vendor shall examine the operating and maintenance costs quote, [see Section 1-75(d)(4)(C)] and determine the reasonableness of the quote and each of its component parts. Vendor will place special emphasis on its analysis of the delivered fuel cost quote, but not at the expense of a thorough analysis of the remaining operations and maintenance cost quote. Vendor shall identify and

quantify any differences between "operations and maintenance cost" and operating costs. If a fuel contract or fuel delivery contract exists, Vendor will analyze the contract and look for, among other things, reasons why delivered fuel costs might escalate faster than general inflation measures. Vendor shall include in its report the results of its analysis and Vendor's opinion of likely operating and maintenance cost escalations (due to plant design, equipment failure, or other causes not associated with price and wage inflation) in the first ten years of the plant's operation.

- 2.2.3.8** Vendor shall analyze all assumed escalation factors used in the Facility Cost Report and include in its report Vendor's opinion of the reasonableness of those factors and the likelihood that they will be too high or too low. Vendor shall also provide alternative capital cost, and operations and maintenance cost estimates at each end of a reasonable range of escalation factor uncertainty.
- 2.2.3.9** Vendor shall analyze the initial clean coal facility's ability to deliver power and energy into the applicable regional transmission organization markets [see Section 1-75(d)(4)(D)] and include the results of its analysis in its report. Vendor shall provide an estimate of any necessary capital cost, and operations and maintenance cost to deliver power and energy to the applicable regional transmission organization markets.
- 2.2.3.10** Vendor shall analyze the Facility Cost Report's estimate of the clean coal facility's expected electric generating capacity factor [see Section 1-75(d)(4)(D)] and determine if Vendor agrees with the estimate. Vendor shall include the results of its analysis in its report, and if Vendor disagrees with the estimate, shall include Vendor's estimate in its report. Vendor shall describe and explain in its report the factors that will influence the capacity factor. Those factors include, at a minimum, decisions by Owner concerning electricity sales versus synthetic natural gas sales, equipment availability, fuel availability, and plant operating issues. If Vendor expects the capacity factor to be lower than the availability factor, Vendor will explain why.
- 2.2.3.11** Vendor shall compare the costs associated with electricity generated by the initial clean coal facility to the costs associated with electricity generated by other types of generating facilities [see Section 1-75(d)(4)(ii)]. Vendor shall, at a minimum, include existing nuclear plants, coal-fired plants, gas-fired plants, wind generators, solar, and power purchased from a regional transmission market, in the list of "other types of generating facilities" compared in this analysis.
- 2.2.3.11.1** In computing the costs associated with electricity generated by the initial clean coal facility, Vendor will prepare a revenue requirement for the clean coal facility. Vendor will base the revenue requirement upon the regulatory principles derived from Illinois statutes, rules, and Commission orders. This will include the calculation of a rate base for the first year of operation and an operating statement. Vendor will discuss with, and disclose to Staff, all assumptions used in the preparation of the revenue requirement including depreciation methods. Vendor will classify all elements of the rate base and operating statement pursuant to the Uniform System of Accounts for Electric Utilities [83 Ill. Adm. Code 415] at <http://www.ilga.gov/commission/icar/admincode/083/08300415sections.html> embodied in the August 1, 2007, Working Copy of the Uniform System of Accounts for Electric Utilities Operating in Illinois (<http://www.icc.illinois.gov/downloads/public/rl/Electric%20USOA%20Working%20Copy%202007.doc>). Agency Staff in the Accounting Department of the Financial Analysis Division will assist in the preparation of the rate base and operating statement. Vendor shall use the rate of return prepared by the Finance Department of the Financial Analysis Division of Agency and include the capital structure used for the rate of return within its report. Vendor shall compute the cost per megawatt-hour using rate design techniques used in Illinois and with the assistance of the Rates Department of the Financial Analysis Division of Agency.
- 2.2.3.11.2** Vendor shall compute the marginal cost of synthetic natural gas and the marginal cost of electricity generated for sale by the initial clean coal facility. If marginal costs change depending on the output volumes of the initial clean coal facility, then Vendor shall provide marginal costs at various output intervals to make the cost changes apparent.
- 2.2.3.12** Vendor shall analyze the rate impacts on residential and small business customers in Illinois over the life of the sourcing agreements [see Section 1-75(d)(4)(ii)]. Vendor shall report rate impacts in dollars per year for typical customers in each general class of electricity consumer in Illinois based on typical usage for each class and present the comparable kilowatt-hour costs in its report.
- 2.2.3.13** Vendor shall analyze the likelihood that the clean coal facility will commence commercial operation by and be delivering power to the facility's busbar by 2016 [see Section 1-75(d)(4)(ii)]. Vendor shall include the results of its analysis in its report along with the substantiating information supporting Vendor's conclusions and Vendor's opinion of the date when the initial clean coal facility will meet this milestone.
- 2.2.3.14** When the initial clean coal facility becomes operational and supplies power and energy to its busbar, some other electric generating plant or plants will be required to reduce output to maintain balance between electric load and electric generating capacity. Vendor shall determine the types of electric generating plants that will likely experience this output reduction for the first five years of the initial clean coal facility's operational life.

2.2.4 Vendor Reports.

- 2.2.4.1** As soon after contract signing as possible, Vendor and Vendor's principle consultants will visit Agency in its offices at 527 East Capitol Avenue, Springfield, Illinois to meet and discuss Vendor's pending analysis with Agency Project Manager and other members

of Agency's staff including members of the Accounting Department, Rates Department, and Finance Department of the Financial Analysis Division.

- 2.2.4.2** Vendor shall report promptly to Agency Project Manager any situation that Vendor feels might jeopardize the timely completion of Vendor's analysis and final report.
- 2.2.4.3** Vendor shall make a weekly oral report by telephone to Agency Project Manager on a day and time specified by Agency Project Manager. At Agency Project Manager's discretion, Vendor may be required to supplement some weekly oral reports with Internet e-mail reports.
- 2.2.4.4** Vendor shall make monthly written progress and contract administration reports to Agency Project Manager within five (5) days after the end of the month. Reports shall contain a general discussion of Vendor's progress related to the detailed work plan, any problems that Vendor has encountered during its analysis, available preliminary analysis results, each consultant's hours worked for the month, an accounting of hours spent by each consultant on each task identified in the detailed work plan, and an estimate of how much work is completed on each task and how much work remains on each task. The information on consultant work hours to date and work completion to date shall be provided in a table similar to the table below.

	Task One		Task Two		Total	
Consultant	Budget	Actual	Budget	Actual	Budget	Actual
Consultant A	300	280	40	60	340	340
Consultant B			400	500	400	500
Consultant C	650	400			650	400
Totals	950	680	440	560	1,390	1,240
Percent Complete (budget hours)		72%		127%		89%
Percent Complete (Vendor Est.)		100%		85%		92%

- 2.2.4.5** Vendor shall provide written task completion reports to Agency throughout the course of the analysis. Vendor shall organize its task completion reports so that, with minimal effort, Vendor can collect them together to form Vendor's final report at the conclusion of Vendor's analysis. Vendor's task completion reports shall be grammatically correct, free of all unnecessary technical jargon and acronyms, and easy for lay persons to read and understand.
- 2.2.4.6** Vendor shall, at Agency's discretion, provide oral reports to Agency during open public meetings on dates and times specified by Agency. Agency expects no more than three such oral reports to Agency, with the number more likely to be one.
- 2.2.4.7** At the conclusion of Vendor's analysis, Vendor shall provide to Agency a final report (a public version – redacted and a confidential version – unredacted). Vendor's final report shall include all information specified in Section 2.2.3 of this Contract and shall explain the standard against which Vendor measured each cost estimate covered by its analysis; how the cost estimate compared to the standard; and Vendor's information sources, analyses, conclusions, and opinions. Vendor's final report shall be properly referenced back to information sources, the Clean Coal Portfolio Standard Law, and the Facility Cost Report. Vendor will include text at the beginning of each final report section explaining which requirements of the Clean Coal Portfolio Standard Law covering the content of the Facility Cost Report and Agency's report to the Illinois General Assembly are examined therein. Vendor's final report shall be grammatically correct, free of all unnecessary technical jargon and acronyms, and easy for lay persons to read and understand. Vendor shall provide its final report in an electronic format approved by Agency Project Manager and thirty (30) hard copies of the confidential version shall be provided for distribution inside the Agency and Illinois General Assembly.
- 2.2.4.7.1** Vendor shall include in its report a statement of any actions, inactions, omissions or other aspect of Owner or Owner's Facility Cost Report that affected Vendor's analysis and an explanation of those effects.
- 2.2.4.8** The Illinois General Assembly may hold hearings after Agency provides its report as required by Clean Coal Portfolio Standard Law. In the event of those hearings, Vendor shall appear with Agency before the General Assembly to provide whatever information the General Assembly requires.

- 2.3 MILESTONES AND DELIVERABLES:** Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ 676,092.00

Description of Deliverables	Due Dates
Detailed Work Plan submitted to Agency Project Manager.	Fifteen (15) business days after contract execution.
Weekly telephone progress reports submitted to Agency Project Manager. Agency Project Director may also require supplemental e-mail progress reports under some circumstances.	Once each week in the morning on the workday and at the time specified by Agency Project Director.
Monthly written progress reports and contract administration reports submitted to Agency Project Manager.	The fifth (5 th) workday following each month.
Draft Task Reports submitted to Agency Project Manager for comment.	As stated in the detailed work plan.
Draft Final Report submitted to Agency Project Manager for comment.	As stated in the detailed work plan, but no later than 152 calendar days after the initial clean coal facility files its Facility Cost Report with Agency and preferably by March 1, 2010.
Final Report submitted to Agency Project Manager for distribution to Agency (Commissioners).	As stated in the detailed work plan, but no later than 159 calendar days after the initial clean coal facility files its Facility Cost Report with Agency and preferably by March 8, 2010.
Up to three oral presentations to Agency in open public meetings.	Agency will set the date and time as needed.
Oral testimony before one or more committees of the Illinois General Assembly.	Date and time unknown, but after Agency provides its report to the General Assembly.

2.4 VENDOR / STAFF SPECIFICATIONS:

- 2.4.1** Subcontractors: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name	Amount to be paid
MPR Associates, Inc.	\$323,338.00

- 2.4.2** Qualifications of Vendor and/or Vendor's staff (or others who would perform work under this contract): Vendor must have and demonstrate the education, experience, and technical ability necessary to perform this contract. Agency anticipates that multiple personnel of varied disciplinary backgrounds and training will be required during this project, including experience and expertise in finance; engineering; economics; accounting; coal and coal transportation purchasing; regional electricity transmission markets; construction and operation of electric generating plants, coal gasification plants, carbon sequestration, synthetic gas plants, substitute natural gas plants, methanation plants, particulate scrubbers, enhanced oil recovery methods, saline aquifer systems for sequestration of carbon, electric transmission lines and substations, and electric generating dispatch systems. Vendor must show name and relevant professional biographical data of Vendor's staff who would be assigned to this project.

- 2.4.2.1** The Vendor's Engagement Director shall have experience leading multiple discipline teams for technical analysis projects like the project described in Section 2.0.

- 2.4.2.2** Vendor shall include at least one consultant with the training, ability and experience to edit all written reports required under this contract and ensure that each written report is properly referenced back to information sources, well organized, unambiguous, clear, concise, grammatically correct, free of all unnecessary technical jargon and acronyms, written for non-technical readers, and easy for lay persons to read and understand.

- 2.4.2.3** Vendor shall verify the citizenship status or work eligibility of all employees and subcontractor employees working on this project.

2.5 DELIVERY SPECIFICATIONS: N/A

- 2.6 WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. If the Vendor received

additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed	Washington, DC
Value of services performed at this location	\$352,754.00

Location where services will be performed	Alexandria, VA
Value of services performed at this location	\$323,338.00

2.7 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES:

2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

2.9.3 At the State's option the Parties will work together to monitor performance during the contract and any warranty term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may also record matters related to price, service, quality and other factors deemed important.

2.9.4 Vendor shall cooperate with the State in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

2.9.5 Refer to Section 2.2.4, "Vendor Reports" and Section 2.3, "Milestones and Deliverables" for reporting requirements.

3.0 PRICING

3.1 METHOD AND RATE OF COMPENSATION: Vendor shall be compensated by the following method:

- ☒ hourly As billed.
☐ monthly _____
☐ annually _____
☐ project _____
☐ item _____

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES:

- ☒ Not-to-Exceed Price \$676,092.00
☐ Estimated Price _____

3.3 RENEWAL COMPENSATION: N/A

3.4 EXPENSES: Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT: N/A

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice at the completion of the Contract unless invoicing is tied in this Contract to milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract. Send invoices to the following:

Illinois Commerce Commission
Attn: Roy Buxton
527 East Capitol Ave.
Springfield, IL 62701.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 Owner has agreed to pay for Vendor services involved in this Contract. However, in all matters related to this project, the Agency shall be the sole client of Vendor. Vendor invoices will be submitted to Agency Project Manager for review and approval. An invoice for payment may be submitted at any time following the month's end, for any month in which work was performed or expenses were incurred. After Agency Project Manager approval, Agency will coordinate payment to Vendor as follows:

3.8.1.1 PROFESSIONAL FEES. The compensation of professional fees for this project shall be tied to the accomplishment of specific milestones and steps in the current approved project plan as outlined in Section 2.3 above. Vendor shall submit an invoice to the Project Manager. Professional fees are subject to ten percent (10%) retainage as described in Section 3.8.2, below. Each invoice shall be of sufficient detail to relate the costs therein to the work performed, by individual, to the approved preliminary or detailed work plans or a specific milestone submitted by VENDOR and approved by Staff.

3.8.1.2 EXPENSES. Expenses are to be included in the hourly rates that make up the compensation described above in Section 3.2.

3.8.2 Retainage shall be accounted for separately for each fiscal year ending June 30. Ten percent (10%) of all Agency approved professional fees will be retained until satisfactory completion of Vendor's contractual obligations through June 30 of each year. Retainage will be released each year, if and when all contractual obligations through June 30 of each year within the control of the Vendor have been fulfilled.

3.8.3 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.4 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.5 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

- 3.8.6 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).
- 3.8.7 As a condition of receiving payment, Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4.0 STANDARD TERMS AND CONDITIONS

- 4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.
- 4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.
- 4.3 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.
- 4.4 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.
- 4.5 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.6 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this Contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed to herein. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Confidential data or information contained in such work shall be subject to Section 4.5 herein.
- 4.7 INDEMNIFICATION AND LIABILITY:** The Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of (a) any breach or violation by Vendor of any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from Vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.
- 4.8 INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.9 INDEPENDENT CONTRACTOR:** Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.10 ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.
- 4.11 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.
- 4.12 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
- 4.13 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.
- 4.14 APPLICABLE LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules, the State does not unlawfully discriminate in employment, contracts, or any other activity.
- 4.15 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request, Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.
- 4.16 AUTHORIZATION:** Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 4.17 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor.
- 4.18 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

5.0 CERTIFICATIONS AND CONFLICTS

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- 5.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).
- 5.3 Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- 5.4 Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
- 5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- 5.6 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- 5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- 5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.9 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
- 5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- 5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.12 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.13 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

- 5.16 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.17 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.19 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.21 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).
- 5.22 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated."
- 5.23 Vendor warrants and certifies that it, and to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.24 In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa.
- 5.25 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
- a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
- 5.26 Vendor, as defined in Public Act 95-971 and Executive Order 3 (2008), certifies that it has read, understands, and is in compliance with the Act and Order and will not make or solicit a contribution that will violate the Act or Order. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Executive Order 3 (2008) establishes additional restrictions on political contributions and solicitations by certain Vendors and their affiliates.

- a) Vendor further certifies, in accordance with Executive Order 3 (2008), that Vendor will not perform any prohibited act listed in Executive Order 3 (2008)(III)(B), and acknowledges a continuing duty to report to the appropriate State Agency any contributions made by Vendor, or its affiliated entities and persons, during the term of the Contract and for a period of two years after the end of the contract term.
- b) Vendor further certifies, in accordance with Public Act 95-971, as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971 or Executive Order 3 (2008).

6.0 SUPPLEMENTAL PROVISIONS

- 6.1 **ENTIRE CONTRACT:** This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. This Contract can be signed in multiple counterparts. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

N/A Definitions

N/A Public Works Requirements (820 ILCS 130/4)

N/A Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

N/A Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

N/A Prohibition on Contingent Fees (certain federally funded contracts)

N/A BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

N/A State Supplemental Terms and Conditions

N/A Vendor Supplemental Terms and Conditions

N/A Prior Vendor Collective Bargaining Contractor

This applies if the prior Vendor's employees who perform the services under the prior contract are covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must: (a) offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its offer, and (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. You are certifying you will comply with this law.

N/A Information Technology Requirements

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

N/A Other (describe)